



# BOOKING TERMS AND CONDITIONS FOR SCHOOL ADVENTURES

Please take the time to read these terms and conditions carefully as they are the basis for the contract between us (the “Contract”). The party making the booking will hereinafter be referred to as “you”.

## 1. CONTRACT

- 1.1 Your Contract is with The Outward Bound Trust, a charity registered in England and Wales with charity registered number 1128090, and in Scotland with charity registered number SC040341, and a company limited by guarantee registered in England and Wales with company number 6748835 having its registered office at Hackthorpe Hall, Hackthorpe, Penrith, Cumbria, CA10 2HX (“The Trust”).
- 1.2 When you make a booking to participate in one of the School Adventure courses of The Trust (a “Course”) you do so on behalf of your organisation and each of your participants (each a “Participant” together the “Participants”).
- 1.3 You warrant and guarantee that:
  - 1.3.1 you have the authority to enter into this Contract;
  - 1.3.2 that you accept the terms of this Contract;
  - 1.3.3 that the Contract shall apply to your booking to the exclusion of all other terms and conditions; and
  - 1.3.4 that where you are making this booking on behalf of other persons, you have their authority, and where they are under the age of 18 years of age, the authority of their parents or guardians to enter into this Contract.
- 1.4 The Contract between us will be formed on the earlier of the date when The Trust receives when full balance payment has been received or when The Trust receives a signed copy of the Contract from you.

## 2. FEES AND DEPOSIT

- 2.1 Each course will be split into Groups (a “Group”). If there are multiple Groups, number of Groups will be calculated based on up to 30 Participants per Group e.g. if there are 31 Participants this will require 2 Groups. The course fee payable will be



based on the number of Groups and shall be as set by The Trust and stated on the Contract of Business (the “Total Course Fee”).

- 2.2 Charitable Funding may be awarded in certain circumstances (the “Charitable Funding”) to assist with the payment of the Payable Course Fee.
- 2.4 Subject to clause 2.10, the Payable Course Fee must be paid within 8 weeks before the Course Start Date.
- 2.5 If the Payable Course Fee is not paid on the due date, The Trust may cancel your booking and the relevant Cancellation Charge will apply.
- 2.6 Where any payment due from you is overdue, The Trust reserves the right to charge interest on the full outstanding amount, on a daily basis, at the rate of one per cent (1%) above Barclays Bank plc base rate, until payment in full is made.
- 2.7 Payments made by credit card will incur a charge in accordance with current rates.
- 2.8 You will be responsible for any damages caused by participants to Outward Bound’s property or equipment and will be invoiced for these accordingly.

### 3. CANCELLATION

- 3.1 You may cancel the Course at any time
- 3.2 If you wish to cancel your course you must inform us by e-mail. Cancellations are subject to the following charges:

| Cancellation Date  | Cancellation Charge            |
|--|--------------------------------|
| From date of booking until 57 days prior to the Start Date | 10% of the Payable Course Fee  |
| 56 – 29 days prior to the Start Date                       | 50% of the Payable Course Fee  |
| 28 – 15 days prior to the Start Date                       | 75% of the Payable Course Fee  |
| Fewer than 14 days prior to the Start Date                 | 100% of the Payable Course Fee |

- 3.3 The date of effective cancellation is the date of receipt by The Trust of written notice of the cancellation from you. You must not assume we have received your notice of cancellation until you have received an acknowledgement from us (the “Acknowledgement”), confirming the cancellation of your booking and providing details of any sums due. If you do not receive the Acknowledgment within 7 days of



your notice of cancellation you must submit a new cancellation notice as we will not have received your original notification and it will be deemed not to have been sent.

- 3.4 The Outward Bound Trust reserves the right to cancel the course up to, and inclusive of the start day of your booking. A complete refund of the fee will be given or an alternative course date will be offered.

#### 4. INSURANCE / PERSONAL LOSS / INJURY

- 4.1 It is your responsibility to ensure that the Insurance Cover provided is suitable and adequate for all Participants' needs. In the event that you or a Participant decides that you/they require additional insurance cover, it is your/their responsibility to obtain such insurance and it shall be at your/their additional cost. The Trust is covered by Public Liability Insurance.

#### 5. HEALTH AND SAFETY

- 5.1 You must inform Outward Bound of any specific safeguarding concerns or requirements relating to any medical, physical or behavioural needs of the participants prior to the activity. The Trust may need to work with you to accommodate any of your Young Peoples needs. Prior to the Course Start Date, the Trust will send an electronic form for you to complete and return at least 4 weeks prior to the start date.
- 5.2 Please note that if a participant requires 1:1 support the relevant support must be provided by the school.
- 5.3 If any new medical problems, disabilities or behavioural needs arise before the Course Start Date, you must inform the Trust at the earliest opportunity to ensure the involvement of the Participant. Please let us know by calling 01931 740000 or emailing [enquiries@outwardbound.org.uk](mailto:enquiries@outwardbound.org.uk).
- 5.4 You must also inform us if any Participant or Staff has come into recent contact with another infectious disease. Where the Start Date falls within the accepted quarantine period for transmission of any such disease, The Trust reserves the right to exclude that Participant from the Course. This shall be deemed to be a Course cancellation

by you. No compensation shall be payable by us to you or the Participant and you may be liable for payment of the Cancellation Charge set out at clause 3.2.

- 5.6 Outward Bound is committed to the safeguarding of children and young people. All activities will be conducted in line with Outward Bound's safeguarding policies and procedures.
- 5.7 Instructors will adhere to the schools safeguarding and behaviour policy and must see this before delivery. Including identifying the on-site Designated Safeguarding Lead.
- 5.8 All our instructors are fully qualified to lead and facilitate events, and have enhanced DBS checks and are enrolled into digital annual barring checks.
- 5.9 In the event of medical assistance being required, Outward Bound will follow policy and procedure as set out by you.
- 5.10 Outward Bound operate a complete no-smoking/no-vaping policy and all participants are kindly requested to comply with this. There is no-smoking for participants whilst on these Courses.

## **6. EXCLUSION OF PARTICIPANT(S) FROM THE COURSE**

### **6.1 In the event that:**

6.1.1 A Participant's behaviour during the Course may prejudice the safety and wellbeing of any member of the Course, or the satisfactory progress of the Course; or

6.1.2 If The Trust is informed at any point prior to the Start Date that a Participant's attendance is likely to prejudice the safety and wellbeing of the Participant or of any other Participant of the Course or any other party involved in the Course, The Trust reserves the right to remove that Participant from the Course, as appropriate.

6.1.3 In the event of the Course being cancelled or a Participant being excluded from a Course pursuant to this clause 8, no compensation shall be payable by The Trust to you or the Participant and you may be liable to pay the cancellation charges outlined at clause 3. You shall reimburse us for any reasonable costs or expenses arising, whether directly or indirectly, including costs of travel or legal expenses.

## 7. MARKETING AND PROMOTIONS

- 7.1 The information contained on The Trust's website and any other literature ("Marketing Material") is provided in good faith and is intended to represent a general picture of our products and services and shall not form any part of this Contract.
- 7.2 Outward Bound will only use photographs of young people for marketing purposes where the school confirms that explicit parental or carer consent has been obtained for third-party promotional use.
- 7.3 Outward Bound Instructors may ask the school to share photos of the activities and programmes on their own channels, which Outward Bound may then repost.
- 7.4 The Trust may use your written feedback in Marketing Material provided in any form. If you do not wish to be quoted, please inform us when providing feedback.

## 8. DATA PROTECTION

- 8.1 The Trust is the data controller of personal data processed by The Trust in connection with providing the Course, including such data as The Trust collects directly from Participants. The Trust obtains, processes and retains data in compliance with all applicable legislation, including the Data Protection Act 2018 as amended and the UK GDPR.
- 8.2 The Trust requires certain personal data to be shared by You with The Trust, and The Trust may also need to share personal data with You. Such data sharing shall be done only in accordance with the Client Data Sharing Agreement (ISOD7-7333) found on our website [www.outwardbound.org.uk](http://www.outwardbound.org.uk). **The Client Data Sharing Agreement forms part of Your Contract with The Trust.**
- 8.3 Schedule 1 to these Booking Terms and Conditions details the types of personal data that may be shared, the categories of data subjects to whom the data relate, and the purposes of processing the data by each party in relation to this Contract. Sharing of personal data not described in Schedule 1 is only permissible in exceptional circumstances, such as where necessary to protect the vital interests of a data subject, and only where lawful.

- 8.4 The Trust will use your information as the booker to occasionally contact you for marketing purposes by post, telephone, email and mobile message. This will enable us to tell you about offers, news and events which we believe may be of interest to you, in line with our legitimate interest. If you do not wish to be contacted by us for marketing purposes please let us know by calling 01931 740000 or emailing [enquiries@outwardbound.org.uk](mailto:enquiries@outwardbound.org.uk). We will not give out your details to external parties that are not linked to The Trust.
- 8.5 For a copy of our Privacy Statement please see our website [www.outwardbound.org.uk](http://www.outwardbound.org.uk)

## 9. COMPLAINTS

- 9.1 If you have a complaint during the Course please raise this matter with the Course Instructor or Operations Manager at your earliest opportunity.
- 9.2 If you are unable to raise any issues or complaints during the Course please contact our Customer Experience Team in writing at our registered office at your earliest opportunity, giving your booking reference and all other relevant information together with any evidence to substantiate your complaint.

## 10. OUR LIABILITY

- 10.1 The liability of The Trust, and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law.
- 10.2 This Clause 10 sets out the entire financial liability of The Trust (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
- 10.2.1 any breach of the Contract however arising;
- 10.2.2 any use made by the Participant of The Trust's services; and
- 10.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.



10.3 Nothing in the Contract limits or excludes the liability of The Trust:

10.3.1 for death or personal injury resulting from negligence; or

10.3.2 for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by The Trust.

10.4 Save as provided in clause 10.3;

10.4.1 the Trust shall under no circumstances whatsoever be liable to the Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.4.2 the Trust's total liability to the Participant in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum equivalent to the Total Course Fee.

10.5 The Trust excludes liability for any sum which can be recovered through the personal insurance cover or policy under which the loss can be recovered.

## 11. YOUR LIABILITY

11.1 You will be held liable for any acts by you, whether intentional or negligent acts and/or omissions, for causing damage to any property, equipment and any assets involved in the provision of the Course including damage caused by any Participant on behalf of whom you have made a booking. This includes but is not limited to property owned, leased or hired by The Trust and any property of third parties used in the provision of the Course.

## 12. NOTICES

12.1 Any notices must be in writing and may be delivered by hand, first class post, or e-mail addressed to the recipient at its registered office or to any other address, or, as notified in writing to the sender by the other party. A notice delivered by hand is



served when delivered, a notice sent by first class post is served 48 (forty eight) hours after posting and a by email is served when the email is sent.

### 13. SEVERANCE

- 13.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 14. WAIVER

- 14.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 15. THIRD PARTY RIGHTS

- 15.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

### 16. VARIATION

- 16.1 Except as set out in this Contract, any variation to the Contract, including the introduction of any additional terms and clauses, shall only be binding when agreed in writing and signed by The Trust.

### 17. GOVERNING LAW AND JURISDICTION

- 17.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be



governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England

### Schedule 1 – Shared Personal Data

The following table describes the Shared Personal Data and the Agreed Purposes for processing the Shared Personal Data in accordance with this Contract and the Client Data Sharing Agreement (ISOD-7-7333).

| <b>Types of Shared Personal Data and data subjects</b>   | <b>Purposes of processing by You</b>  | <b>Purposes of processing by The Trust</b>   |
|--|---|--|
| Names, ages and genders of expected Participants and Visiting Staff                                | To manage enrolment and attendance on the Course<br><br>To notify The Trust of expected attendees                     | To manage and deliver the Course   |
| Names and contact details of relevant members of Your staff and The Trust's staff                  | To facilitate communication between the Parties   | To facilitate communication between the Parties  |
| When necessary: health, behavioural and/or safeguarding information about Participants             | To protect the interests of Participants  | To protect the interests of Participants   |
| Participant/parent/carer preferences for use of photographs of Participants for marketing purposes | To ensure The Trust's use of Participant photographs is in line with parent/carer/Participant wishes                  | To ensure The Trust's use of Participant photographs is in line with parent/carer/Participant wishes |
| Photographs of Participants  | To promote the charitable activities of The Trust and evidence and demonstrate Participants' experience of the Course | To promote the charitable activities of The Trust  |

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